

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER F1DM1230-01		PAGE 1 OF 1					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F40650-01-B-0010		6. SOLICITATION ISSUE DATE 8/27/01				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Alan C. Fudge				b. TELEPHONE NUMBER (No collect calls) (931) 454-4406		8. OFFER DUE DATE/ LOCAL TIME 2:00 9/18/01				
9. ISSUED BY USAF Procurement Branch 100 Kindel Drive, Suite A332 Arnold AFB, TN 37389 Buyer: Alan Fudge, 931-454-4406 email: alan.fudge@arnold.af.mil					10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 332420 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9e		12. DISCOUNT TERMS			
15. DELIVER TO USAF Warehouse #1, 1476b Avenue E, Arnold AFB, TN 37389 Mark for: (Enter contract number from block 2) and Req #072984					16. ADMINISTERED BY See Block 9							
17a. CONTRACTOR/ OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>					18a. PAYMENT WILL BE MADE BY DFAS-DY/LV 1050 Forrer Blvd. Dayton, OH 45420-1472							
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE Page 2 for schedule (Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ALAN C. FUDGE				31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
						42a. RECEIVED BY (Print)						
41c. DATE				42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS				

Continuation of SF 1449, Blocks 18-24

Item No	Schedule of Supplies	Quantity	Unit	Unit Price	Amount
0001	<p>Furnish and Install Oil & Water Storage Tanks and Ancillary Equipment in accordance with Attachment #1, AEDC Specification 072984 Revision E dated 13 August 2001</p> <p>NOTICE: FAR 52.219-6, Notice of Total Small Business Set-Aside (JUL 1996) applies to this solicitation.</p>	8	Ea		

TIME OF DELIVERY

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER RECEIPT OF A WRITTEN NOTICE OF AWARD</u>
0001	8 EA.	120 Days

Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

BIDDER'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER RECEIPT OF A WRITTEN NOTICE OF AWARD</u>
0001	8 EA	_____ Days

Continuation of SF 1449, Block 17B

If remittance is different put address here:

CONTRACT TERMS AND CONDITIONS**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS
(AUG 2000)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X___ (12) 52.222-26, Equal Opportunity (E.O. 11246).

___ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (17) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___ (18)(i) 52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act – Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3

___ (iii) Alternate II of 52.225-3.

___ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X___ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X___ (23) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (26) 52.239-1 Privacy or Security Safeguards (5 U.S.C. 552.a)

___ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

ADDENDA TO CONTRACT TERMS AND CONDITIONS

Additional FAR Clause: In accordance with FAR 12.302, the following FAR Clause is incorporated by reference within this solicitation and any resultant contract:

52.246-17 Warranty of Supplies of a Non-Complex Nature (APR 1984)
At (b)(1), insert "one calendar year following Government acceptance" in the blank. At (c)(1), insert "45 days after discovery of the defect" in the blank.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____ 252.219-7003 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

X_____ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

X_____ 252.225-7012 Preference for Certain Domestic Commodities.

_____ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

_____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (12 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

_____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

X_____ 252.225-7036 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (_____ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

X_____ 252.243-7002 Request for Equitable Adjustments (10 U.S.C. 2410).

X_____ 252.247-7023 Transportation of Supplies by Sea (_____ Alternate I) (_____ Alternate II) (10 U.S.C. 2631).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clause listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

In accordance with FAR 12.302, the following documents are hereby incorporated within this solicitation and any resultant contract:

N/A

SOLICITATION PROVISIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (OCT 2000)

a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror

represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [] is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) **Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.** *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in

disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____].

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act - Balance of Payments Program Certificate.* (Applies only if the clause at FAR

52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":
NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.: _____
[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

ADDENDA TO SOLICITATION PROVISIONS

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition

Regulation Supplement clause at 252.2477024, Notification of Transportation of Supplies by Sea.

252.225-7006 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions.

"Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

- (ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

- (iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

- (iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

- (v) The Offeror certifies that the following supplies quality as NAFTA country end products:

(insert line item number)

(insert country of origin)

- (vi) The following supplies are other nondesignated country end products.

(insert line item number)

(insert country of origin)

AEDC Purchase Requisition No. 072984

Revision E

13 August 2001

**TYPE C2A SPECIFICATION
FOR
OIL & WATER STORAGE TANKS
AND ANCILLARY EQUIPMENT**

**Arnold Engineering Development Center
Arnold Air Force Base, TN 37389-4001**

Atch # 1

1. Scope

- 1.1 This specification describes the physical and performance requirements for eight, nominal sixteen thousand gallon storage tanks and all necessary portals, valves, level indicators, and service walkways & ladders for storing dielectric oil and water.
- 1.2 The contractor is responsible for furnishing all equipment (with the exception of the items listed as government furnished), and installation.

2 Applicable Documents

- 2.1 AWWA D103-97 – Bolted steel tank fabrication and erection
- 2.2 API 12B – Principles of standard specification for bolted steel tanks
- 2.3 ASTM A570 Grade 33 – Sheet Steel
- 2.4 ASTM A36 – Steel Plate
- 2.5 ASTM A307 - Bolting

3 Requirements**3.1 Performance Characteristics**

- 3.1.1 The equipment described in this specification consists of tanks for storing, supplying and holding transformer oil and de-ionized water. Eight tanks with nominal sixteen thousand gallons will be required to be installed in a building of set dimensions and plumbing.
The tanks must be installed on foundations provided by others and constructed inside a new building supplied under a Military Construction (MILCON) project at the Arnold Engineering Development Center (AEDC). The building will have a large 20' x 20' rollup door for access to the tank installation site. The tanks will have to be constructed and connected to an existing piping and catastrophic failure trench system. The supplier will be required to add all necessary portals, valves, level indicators, and service walkways & ladders.
- 3.1.2 The Tank Manufacturer shall be a specialist in the design, fabrication, and erection of factory-coated bolted steel tanks. The manufacturer shall be quality certified, having an active API-Q1 and an ISO 9001 registration.

3.2 Fabrication and Materials

- 3.2.1 Tank Structure – The materials, design, fabrication and erection of the bolted steel tanks shall conform to AWWA D103-97, or the Principles of Standard Specification 12B of the American Petroleum Institute.
- 3.2.2 Steel Sheet – Steel sheets shall conform to or shall be at least equal to hot-rolled quality per ASTM A570 Grade 33 with a minimum yield strength of 33,000 psi. Minimum thickness shall be 12 gauge (0.0972" minimum).
- 3.2.3 Steel Plate – Steel plates shall conform to or at least be equal to the requirements of ASTM A36 with a minimum yield strength of 36,000 psi.
- 3.2.4 Rolled Structural Steel – Rolled structural shapes shall conform to ASTM A36.
- 3.2.5 Galvanized Bolts – Galvanized bolts, nuts and washers used in tank joints shall be minimum 1/2" bolt diameter and shall meet the minimum requirements of API 12B, Appendix A, except that bolt heads and nuts may be other than square at the option of the tank manufacturer. Bolt heads shall be coated with a material compatible with Diala AX transformer oil and de-ionized water.

- 3.2.6 Other Bolting – Other bolts shall conform to or at least be equal to the latest revision of ASTM A307.
- 3.2.7 Encapsulation – Additionally, any steel nuts that are in contact with the liquid in the tank shall be factory-encapsulated so that the nut forms one piece with the corrosion-resistant encapsulating material.
- 3.2.8 Gaskets – All bolted connections shall incorporate materials that are compatible with Diala AX transformer oil and de-ionized water. A minimum width for prefabricated gaskets shall be 1-3/4". A single piece double-punched gasket shall be used at vertical seams, which require two vertical rows of punching. Field caulking will be allowed when joining a discontinuous gasket section and at certain joint connections.

3.3 Physical Characteristics

- 3.3.1 A quantity of eight tanks are sought with nominal 16 thousand gallon capacity each.
- 3.3.2 Tanks should be designed with nominal 12 foot diameters by 18 foot sidewall height.
- 3.3.3 Tanks must be able to hold Diala AX electrical insulating oil or de-ionized water.
- 3.3.4 Construction should be of steel with factory coated bolted material (when necessary).
- 3.3.5 Design must be in accordance with seismic zone 1, 100 MPH wind load, 25 PSF live deck loads.
- 3.3.6 Anchoring stirrups with anchor bolts
- 3.3.7 Flat bottom
- 3.3.8 1:12 slope roof
- 3.3.9 20" diameter center roof dome with screened ventilator
- 3.3.10 24"x46" flush type cleanout with two piece cover and handhold
- 3.3.11 24" square hinged roof man way
- 3.3.12 Set of full perimeter galvanized roof handrails with toe boards each side of ladder entry to roof. Galvanized crossover walkways and one galvanized outside ladder with safety cage and anti-climb locking hasp.
- 3.3.13 6" internal overflow weir cone with external nozzle with down corner pipe and flap gate
- 3.3.14 6" inlet nozzle
- 3.3.15 6" outlet nozzle
- 3.3.16 Liquid level indicator with float and target board
- 3.3.17 Full slab fiberboard shall be furnished for placing between tank bottom and the foundation ring wall
- 3.3.18 Surface Preparation – Tank parts shall be thoroughly washed and rinsed to remove grease, oil and foreign matter. Followed by oven drying and then grit blasted to SSPC-SP10-63T (near white blast cleaning) to a 2-3 mils profile.

- 3.3.19 Coating: tank interior and both sides of bottom painted two coats Trico-Bond 478 thermo set corrosion resistant epoxy (5 mils average, DFT). Exterior epoxy primer with finish coat of tan acrylic enamel (3 mils average, DFT).

3.4 Spare parts and consumables

- 3.4.1 None

3.5 Government Furnished Equipment

- 3.5.1 The tanks must be installed on foundations provided by others and constructed inside a new building supplied under a MILCON project at the AEDC.
- 3.5.2 The tanks will have to be constructed and connected to an existing piping and catastrophic failure trench system.

3.6 Tank Installation and Building Integration

- 3.6.1 The contractor shall be responsible for communication and integration with the building construction contractor so as to provide for an adequate and timely installation of these water and oil storage tanks. The AEDC contracting officer will provide the tank contractor a proposed installation date and schedule as approved by the building contractor.
- 3.6.2 The contractor shall install the tanks in the AEDC Decade Facility Auxiliary Systems area.
- 3.6.3 The contractor shall furnish installation requirements, including dimensions, safety precautions, and utilities, with the bid.
- 3.6.4 The contractor shall be responsible for integrating all components into a system, including interfacing with subcontractors.
- 3.6.5 After installation of the eight tanks is complete the contractor shall internally clean each tank to remove all assembly debris and foreign matter before the leak test. The cleaning medium shall be non-toxic, environmentally safe and biodegradable. The cleaning method shall be non-abrasive and compatible with the internal tank coating and all wetted surfaces.

3.7 Testing

- 3.7.1 Following completion of tank erection and cleaning, the tank shall be tested for liquid-tightness by filling the tank to its overflow elevation. The contractor shall correct any leaks disclosed by this test.

3.8 Training

- 3.8.1 The contractor shall furnish on-site training adequate for mastery of the basic operation and maintenance of the tanks for two individuals. The calendar days included shall be specified in the bid.
- 3.8.2 Training time shall commence after installation and acceptance testing have been completed.

3.9 Submittals

- 3.9.1 The contractor shall provide the following data.
 - 3.9.1.1 Operating manuals with systematic operating procedures.
 - 3.9.1.2 Repair and maintenance manuals with schedule.
 - 3.9.1.3 Spare parts list with consumables identified.

3.9.1.4 The tank installation contractor shall submit as-built drawings of the eight storage tank installation within the Decade Auxiliary Systems Building. The contractor shall submit a plan view of the installation within the building along with individual tank details.

4 Quality Assurance Provisions

After installation of the system at AEDC, the contractor shall verify and record compliance with the requirements of paragraphs 3.1, 3.2 and 3.3.

5 Preparation for Delivery

The contractor shall be responsible for all necessary preparation of the system to insure safe delivery to AEDC.

6 Notes

These tanks are to augment the existing storage tanks already installed in the facility.

7 Appendix

Not Applicable